power granted contemplated only suits affecting the general public welfare of the state as distinguished from local public interests, and that, therefore, the governor could not bring quo warranto proceedings to oust municipal officers. *Temple et al.* v. *State ex rel. Russell, Governor* (Miss., 1920), 86 So. 580.

The principal question involved in the instant case is the scope of the phrase "general public interests." The majority opinion is based on the theory that the interests of the state and the interests of a municipality within that state are separate and distinct. It is submitted that such a distinction is here unreasonably strict and narrow. As the dissenting opinion points out, the municipality is but part of the state, and what affects the smaller unit certainly affects the larger. A local unit is a creature of the state, made for the specific purpose of exercising within a limited sphere the powers of the state. It is the representative of the state and a portion of its governmental power. *United States* v. *Railway Co.*, 17 Wall. 329, 21 L. Ed. 597; *Philadelphia* v. *Fox*, 64 Pa. 180; *Daniel v. Memphis*, 11 Humph. (Tenn.) 582. Municipalities are mere agencies, auxiliaries, or instrumentalities of the state. WORDS AND PHRASES (Second Series), Vol. 3, p. 473; 1 DILLON, MUN. CORPS. [5th Ed.], Sec. 31. The administration of justice and the preservation of the public peace within the municipalities concern the state at large, although these powers are actually exercised within defined limits. *People* v. *Detroit*, 28 Mich. 228, 15 Am. Rep. 202. Thus it seems in the case at bar the "general public interests" were involved, and the governor should have been permitted to maintain the quo warranto proceedings.

SALES—IMPLIED WARRANTY OF THE PURITY OF WATER.—D, a municipal corporation, provided the water supply to its inhabitants for domestic and drinking purposes. The water contained typhoid germs and caused P and his children to become ill with the disease. *Held*, in the absence of a showing of negligence, D was not liable. Elkus and Pound, JJ., dissenting. *Canavan* v. *City of Mechanicsville* (N. Y., 1920), 128 N. E. 885.

It has been generally held that a sale of food direct to the consumer carries with it an implied warranty of its purity, regardless of whether the seller had superior means of knowledge or whether the buyer relied on the knowledge of the seller. *Chapman v. Roggenkamp*, 182 Ill. App. 117; *Ward* v. *Great Atlantic & Pacific Tea Co.*, 231 Mass. 90; *Rinaldi* v. *Mohican Co.*, 225 N. Y. 70. The majority of the court, however, refused to apply the rule in the principal case on the ground that practical considerations make inspection prohibitive. The cases where water companies have been held liable have been based upon the existence of negligence. *Hamilton* v. *Madison Water Co.*, 11 Me. 157; *Jones* v. *Water Co.*, 87 N. J. L. 106. In *Green* v. *Ashland Water Co.*, 101 Wis. 258, the court expressly refused to find an implied warranty of the purity of water furnished by a quasi-public corporation, but it also announced doctrines opposed to implied warranties of any food. See FARNHAM ON WATERS AND WATERCOURSES, p. 828.